



UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

(As 'n Nuusblad by die Poskantoor Geregistreer)

BUITENGEWONE

EXTRAORDINARY

Staatskoerant Government Gazette

(Registered at the Post Office as a Newspaper)

VOL. CCL.]

PRYS 6d.

PRETORIA, 2 SEPTEMBER 1960.

PRICE 6d.

[No. 6525.]

GOEWERMENSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. 1351.]

[2 September 1960.]

LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 208.

PRIVAATHOTELLE, LOSIESHUISE, WOONSTELLE
EN KAMERS, PIETERMARITZBURG.

In opdrag van die Minister van Arbeid word hierby ingevolge subartikel (2) van artikel *veertien* van die Loonwet, 1957, bekendgemaak dat die Minister, kragtens die bevoegdheid hom verleen by subartikel (1) van artikel *veertien* van genoemde Wet, die Vasstelling wat in die Bylae hiervan verskyn ten opsigte van privaathotelle, losieshuise, woonstelle en kamers gemaak en die 26ste dag van September 1960, bepaal het as die datum waarop die bepalings van genoemde Vasstelling bindend word.

BYLAE.

1. GEBIED EN OMVANG VAN VASSTELLING.

Hierdie Vasstelling is in die munisipale gebied van Pietermaritzburg van toepassing op werknemers en hulle werkgewers in die bedryf van—

- hotelhouer (behalwe die bedryf ten opsigte waarvan 'n lisensie kragtens die bepalings van die Drankwet, 1928, soos gewysig, vereis word);
- losies- of huurkamerhuishouer;
- verhuur van woonstelle of woonkamers;

soos uitgeoefen deur persone wat verplig is om 'n lisensie soos bepaal in item 5 van Deel I van die Tweede Bylae van die Licenties Konsolidatie Wet, 1925, uit te neem en in die geval van paragraaf (c) sluit dit ook die agent in aan wie die lisensiehouer die verhuur van die woonstelle of woonkamers toevertrou en die werknemers van sodanige agent wat uitsluitlik in verband met die woonstelle of woonkamers in diens geneem is.

2. WOORDOMSKEYWINGS.

(1) Tensy uit die samehang anders blyk, het iedere uitdrukking wat in hierdie Vasstelling gebruyk en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in dié Wet en, tensy strydig met die samehang, beteken—

- „slaapkamerbediende”, 'n werknemer wat slaapkamers of woonvertreke of ander dele van 'n bedryfsinrigting afstof of aan die kant maak of beddens opmaak en wat tee of koffie of soortgelyke drankie kan maak of bedien of tydens maaltye in die kombuis help;
- „slaapkamerbediende-kelner”, 'n werknemer wat een of meer van die pligte van 'n kelner en een of meer van die pligte van 'n slaapkamerbediende of 'n werknemer, graad II, uitvoer;
- „opsigter”, 'n inwonende werknemer wat 'n blok woonstelle of woonkamers, onder sy toesig het en die werk van die skoonmaakpersoneel reël en daarvoor toesig hou of namens die eienaar woonstelle of kamers verhuur of huurgeld ontvang of werknemers in diens neem, betaal of ontslaan of aandag gee aan klagtes van huurders;
- „los werknemer”, 'n werknemer wat op hoogstens drie dae in enige week deur dieselfde werkgewer in diens geneem word;
- „klerk”, 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier, 'n ontvangsklerk en 'n telefonis, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, ook al vorm klerklike werk 'n deel van so 'n werknemer se werk;

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. 1351.]

[2 September 1960.]

WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 208.

PRIVATE HOTELS, BOARDING-HOUSES, FLATS
AND ROOMS, PIETERMARITZBURG.

By Direction of the Minister of Labour it is hereby notified in terms of sub-section (2) of section *fourteen* of the Wage Act, 1957, that the Minister, under the powers vested in him by sub-section (1) of section *fourteen* of the said Act, has made the Determination in the Schedule hereto in respect of private hotels, boarding-houses, flats and rooms and has fixed the 26th day of September, 1960, as the date from which the provisions of the said Determination shall be binding.

SCHEDULE.

1. AREA AND SCOPE OF DETERMINATION.

This Determination shall apply in the municipal area of Pietermaritzburg to employees and their employers in the trade of—

- hotelkeeper (except the trade in respect of which a licence, in terms of the provisions of the Liquor Act, 1928, as amended, is required);
- boarding or lodging house keeper;
- letting of flats or rooms;

as carried on by persons who are required to take out a licence as specified in item 5 of Part I of the Second Schedule to the Licences Consolidation Act, 1925, and in the case of paragraph (c) it also includes the agent to whom the licensee entrusts the letting of the flats or rooms and the employees of such agent who are employed exclusively in connection with the flats or rooms.

2. DEFINITIONS.

(1) Unless the context otherwise indicates, any expression which is used in this Determination and which is defined in the Wage Act, 1957, has the same meaning as in that Act and unless inconsistent with the context—

- “bedroom attendant” means an employee who is engaged in dusting or tidying bedrooms, living rooms or other parts of an establishment or in making beds and who may make or serve tea or coffee or similar beverages, or assist in the kitchen during meals;
- “bedroom attendant-waiter” means an employee who performs one or more of the duties of a waiter and one or more of the duties of a bedroom attendant or a grade II employee;
- “caretaker” means an employee in resident charge of a block of residential flats or rooms who directs and supervises the work of the cleaning staff or on behalf of the proprietor lets flats or rooms or receives payment of rent or engages pays or discharges employees or deals with complaints of tenants;
- “casual employee” means an employee who is employed by the same employer on not more than three days in any week;
- “clerk” means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, a receptionist and a telephone operator, but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form a portion of such employee's duties;

- „klerk, gekwalifiseer,” ’n klerk met minstens vier jaar ondervinding;
- „klerk, ongekwalifiseer,” ’n klerk met minder as vier jaar ondervinding;
- „kok”, ’n werknemer, uitgesonderd ’n koksmaat, ’n kombuishulp of ’n kelner wat voedsel vir gaste voorberei of gaarmaak;
- „kok, gekwalifiseer,” ’n kok met minstens twee jaar ondervinding;
- „kok, ongekwalifiseer,” ’n kok met minder as twee jaar ondervinding;
- „koksmaat”, ’n werknemer, uitgesonderd ’n kombuishulp, wat onder toesig van ’n hoofkok of ’n gekwalifiseerde kok, sodanige kok by enige van sy pligte behulpsaam is of wat vleis of ander voedsel gaarmaak wat bedoel is vir verbruik deur ander persone as gaste, en wat onthyt vir gaste kan gaarmaak;
- „lewenskostetoelae”, die lewenskostetoelae wat ingevolge enige wet betaalbaar is: Met dien verstande dat, as ’n werkgewer sy werknemer gereeld ’n lewenskostetoelae betaal wat hoër is as dié wat ingevolge sodanige wet voorgeskryf is, dit sodanige hoër toelae beteken;
- „noodwerk”, alle werk wat weens onvoorsiene omstandighede soos brand, storm, ongeluk, epidemie, gewelddaad of diefstal sonder versuim gedoen moet word;
- „bedryfsinrigting”, ’n perseel waarop of in verband waarmee een of meer werknemers in diens is in ’n bedryf waarop hierdie Vaststelling kragtens klousule 1, van toepassing is;
- „ondervinding”, met betrekking tot ’n klerk, ’n kok of ’n kelner, die totale tydperk of tydperke diens (of in die Unie van Suid-Afrika of elders) wat ’n werknemer as ’n klerk, ’n kok of ’n kelner, na gelang van die geval, in enige bedryf of in diens van die Staat gehad het: Met dien verstande dat by die toepassing van hierdie woordskrywing slegs die helfte van die totale tydperk of tydperke diens wat ’n werknemer as ’n deeltydse werknemer in enige klas gehad het, geag word as ondervinding in daardie klas;
- „werknemer, graad I,” ’n kombuishulp en ’n hoteljoggie, en omvat ’n werknemer wat nie uitdruklik in klousule 3 (1) genoem word nie;
- „werknemer, graad II,” ’n werknemer wat een of meer van die volgende werksaamhede of pligte uitvoer:—
- (a) Etes, tee of koffie of soortgelyke drankie aandra na ander persone as gaste wat in die eetkamer van ’n bedryfsinrigting ’n ete uitlig;
 - (b) gerei, bagasie of ander artikels dra, verskuif of opstapel of vuilwater verwyder of waterbottels of -bekers leeg of vol maak;
 - (c) briewe, boodskappe of pakkette te voet of deur gebruikmaking van ’n trapfiets, driewieler, stootkar of soortgelyke vervoermiddel aflewer;
 - (d) baddens, wasbakke, gerei, meubels, vensters, persele, voertuie, skoeisel, groente, vis, pluimvee of ander artikels skoonmaak;
 - (e) vloere, meubels of ander artikels polier;
 - (f) pluimvee pluk, vis krap of vrugte of groente skil of sny;
 - (g) vuurmaak of vure stook of vuilgoed of as verwyder;
 - (h) diere of pluimvee oppas;
 - (i) ’n stootkar of soortgelyke vervoermiddel stoot of trek;
 - (j) persele, bagasie of ander artikels oppas;
 - (k) tuinmaak, met inbegrip van plant, spit, onkruid uitroei, hark, gras sny, water gee, tuingrond meng of sprei of heinings sny of snoei of paaie of paadjies vee;
- „gas”, enige persoon wat of permanent of tydelik by ’n bedryfsinrigting inwoon, en dit omvat ’n tafelloseerder of ’n besoeker, maar dit omvat nie die werkgewer of sy gesin of ’n werknemer of die gesin van so ’n werknemer nie;
- „hoofkok”, ’n gekwalifiseerde kok wat beheer het en toesig hou oor die werk van die werknemers in die kombuis van ’n bedryfsinrigting waarin minstens nog een gekwalifiseerde kok in diens is;
- „hoofkelner”, ’n gekwalifiseerde kelner wat beheer het en toesig hou oor die werk van die kelners of die slaapkamerbediendekelners in die eetkamer van ’n bedryfsinrigting;
- „huishoudster”, ’n vroulike werknemer wat toesig hou oor die werk van die slaapkamerbediendes, wat verantwoordelik is vir die linnegoedvoorraad en dit in stand hou, wat bondels linnegoed kontroleer voor afsending na en by terugontvangs van ’n wassery of wat toesig hou oor die was en stryk van linnegoed op die perseel;
- „kombuishulp”, ’n werknemer, uitgesonderd ’n werknemer graad II, wat rou voedsel sny of berei vir gaarmaak, geroosterde brood of tee of koffie of soortgelyke drankie maak, pap of eiers gaarmaak, of ’n oog hou oor groente wat aan die kook is;
- „wet”, ook die gemene reg;
- „bestuurder”, ’n werknemer wat deur sy werkgewer belas is met die algemene—
- (a) toesig oor,
 - (b) verantwoordelikheid vir, en
 - (c) leiding van,
- die werksaamhede van ’n bedryfsinrigting en die werknemers wat daarin werk;

- „clerk, qualified,” means a clerk who has had not less than four years’ experience;
- „clerk, unqualified,” means a clerk who has had less than four years’ experience;
- „cook” means an employee, other than a cook’s assistant, a kitchen hand or a waiter, who is engaged in preparing or cooking food for guests;
- „cook, qualified,” means a cook who has had not less than two years’ experience;
- „cook, unqualified,” means a cook who has had less than two years’ experience;
- „cook’s assistant” means an employee, other than a kitchen hand, who, under the supervision of a head cook or a qualified cook, assists such cook in any of his duties or who cooks meat or other foodstuffs intended for consumption by persons other than guests and who may cook breakfast for guests;
- „cost of living allowance” means the cost of living allowance payable in terms of any law: Provided that where an employer regularly pays his employee a cost of living allowance higher than that prescribed in terms of such law, it means such higher allowance;
- „emergency work” means any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence or theft must be done without delay;
- „establishment” means any premises in or in connection with which one or more employees are employed in a trade to which, by virtue of clause 1, this Determination applies;
- „experience” means, in relation to a clerk, a cook or a waiter, the total period or periods of employment (whether within the Union of South Africa or elsewhere) which an employee has had as a clerk, a cook or a waiter, as the case may be, in any trade or in the employ of the State: Provided that for the purpose of this definition only one-half of the total period or periods of employment which an employee has had as a parttime employee in any class shall be deemed to be employment in that class;
- „grade I employee” means a kitchen hand and a page and includes an employee not specifically mentioned in clause 3 (1);
- „grade II employee” means an employee who is engaged in one or more of the following operations or duties:—
- (a) Carrying meals or tea or coffee or similar beverages to persons other than to guests partaking of meals in the dining room of an establishment;
 - (b) carrying, moving or stacking utensils, luggage or other articles, removing slops or filling or emptying water bottles or jugs;
 - (c) delivering letters, messages or parcels on foot or by means of a bicycle, tricycle, hand cart or similar conveyance;
 - (d) cleaning baths, wash basins, utensils, furniture, windows, premises, vehicles, footwear, vegetables, fish, poultry or other articles;
 - (e) polishing floors, furniture or other articles;
 - (f) plucking poultry, scaling fish or peeling or cutting up fruit or vegetables;
 - (g) making or maintaining fires or removing refuse or ashes;
 - (h) tending animals or poultry;
 - (i) pushing or pulling any hand cart of similar conveyance;
 - (j) guarding premises, luggage, vehicles or other articles;
 - (k) gardening work including planting, digging, weeding, raking, mowing, watering, mixing or spreading garden soil or cutting or trimming hedges or sweeping roads or paths;
- „guest” means any person who resides either permanently or temporarily in an establishment and includes a table boarder or visitor, but does not include the employer or his family or an employee or the family of such employee;
- „head cook” means a qualified cook who is in charge of and supervises the work of the employees in the kitchen of an establishment in which at least one other qualified cook is employed;
- „head waiter” means a qualified waiter who is in charge of and supervises the work of the waiters, or the bedroom attendant-waiters in the diningroom of an establishment;
- „housekeeper” means a female employee who supervises the work of the bedroom attendants, is responsible for and maintains the stocks of linen, checks batches of linen before despatch to and on return from a laundry or who supervises the washing and ironing of articles of linen done on the premises;
- „kitchen hand” means an employee, other than a grade II employee, who is engaged in cutting up or preparing raw foodstuffs for cooking, making toast or tea or coffee or similar beverages, cooking porridge or eggs or attending to vegetables in the process of cooking;
- „law” includes the common law;
- „manager” means an employee who is charged by his employer with the overall—
- (a) supervision over,
 - (b) responsibility for, and
 - (c) direction of,
- the activities of an establishment and the employees engaged therein;

„militêre opleiding”, die ononderbroke opleiding waartoe ’n werknemer ingevolge artikel *een-en-twintig* (1), gelees met subartikels (1) en (2) van artikel *twee-en-twintig* van die Verdedigingswet, 1957, verplig word om te ondergaan, maar dit omvat nie enige opleiding wat hy ingevolge artikel *drie-en-twintig* van genoemde Wet uit eie keuse ondergaan nie en ook geen ander opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;

„hoteljoggie”, ’n manlike werknemer wat klokkië of telefoonoprope beantwoord en wat op boodskappe gestuur word en wat briewe, boodskappe of pakkette mag ontvang of aflewer;

„deeltydse werknemer”, ’n werknemer wat op ’n maandbasis in diens is vir hoogstens vyf gewone werkure op ’n dag;

„werkdag”, die tydperk op enige dag vanaf die tyd wanneer ’n werknemer begin werk tot die tydstop wanneer hy vir daardie dag ophou werk;

„telefonis”, ’n werknemer wat hoofsaaklik of uitsluitlik ’n telefoonskakelbord bedien;

„loon”, die geldbedrag aan ’n werknemer betaalbaar ingevolge klousule 3 (1) vir sy gewone werkure soos voorgeskryf by klousule 5: Met dien verstande dat, as ’n werkgewer sy werknemer vir sy gewone werkure gereeld ’n hoër bedrag betaal as dié in klousule 3 (1) voorgeskryf, dit dié hoër bedrag beteken;

„kelner”, ’n werknemer, uitgesonderd ’n slaapkamerbediende-kelner wat tafels dek of afdek, gaste met etes bedien en wat toebroodjies of slaai kan maak;

„kelner, gekwalifiseer”, ’n kelner met minstens twaalf maande ondervinding;

„kelner, ongekwalifiseer”, ’n kelner met minder as twaalf maande ondervinding.

(2) By die toepassing van hierdie Vastelling word ’n werknemer geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik in diens is.

3. LONE.

(1) Die minimum loon wat ’n werkgewer aan elkeen van sy werknemers in ondergemelde klasse moet betaal, is soos hieronder uiteengesit:—

(a) *Werknemers, uitgesonderd los werknemers.*

	Per maand.		
	£	s.	d.
Slaapkamerbediende.....	6	15	0
Slaapkamerbediende-kelner.....	7	0	0
Opsigter.....	18	0	0
Klerk, vroulik, gekwalifiseer.....	18	0	0
Klerk, vroulik, ongekwalifiseer—			
gedurende eerste jaar ondervinding.....	9	0	0
gedurende tweede jaar ondervinding.....	11	10	0
gedurende derde jaar ondervinding.....	13	10	0
gedurende vierde jaar ondervinding.....	16	0	0
Klerk, manlik, gekwalifiseer.....	27	10	0
Klerk, manlik, ongekwalifiseer—			
gedurende eerste jaar ondervinding.....	10	0	0
gedurende tweede jaar ondervinding.....	14	0	0
gedurende derde jaar ondervinding.....	18	0	0
gedurende vierde jaar ondervinding.....	22	10	0
Kok, gekwalifiseer.....	12	10	0
Kok, ongekwalifiseer—			
gedurende eerste ses maande ondervinding....	7	0	0
gedurende tweede ses maande ondervinding....	8	0	0
gedurende derde ses maande ondervinding....	9	10	0
gedurende vierde ses maande ondervinding....	11	0	0
Koksmaat.....	8	0	0
Hoofkok.....	15	0	0
Hoofkelner.....	12	10	0
Huishoudster.....	16	0	0
Kelner, gekwalifiseer.....	9	0	0
Kelner, ongekwalifiseer—			
gedurende eerste ses maande ondervinding....	7	0	0
gedurende tweede ses maande ondervinding....	8	0	0

	In diens in of in verband met woonstelle of kamers.	In diens Uit- gesonderd in of in verband met woon- stelle of kamers.
	Per maand.	Per maand.
	£ s. d.	£ s. d.
Werknemer, Graad I.....	8 10 0	6 15 0
Werknemer, Graad II, manlik, 18 jaar of ouer.....	7 19 0	6 5 0
Werknemer, Graad II, manlik, onder 18 jaar.....	5 19 0	5 0 0
Werknemer, Graad II, vroulik..	6 7 0	5 15 0

Deeltydse werknemers.—Drie-vierdes van die loon voorgeskryf vir ’n werknemer van dieselfde geslag wat dieselfde klas werk verrig as wat van ’n deeltydse werknemer vereis word.

„military training” means continuous training which an employee is required to undergo in terms of section *twenty-one* (1), read with sub-sections (1) and (2) of section *twenty-two*, of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section *twenty-three* of the said Act nor any training or service for which he volunteers or which he elects to undergo;

„page” means a male employee who answers bells or telephone calls and runs errands and who may receive or deliver letters, messages or parcels;

„part-time employee” means an employee who is employed by the month for not more than five ordinary hours of work on any day;

„spreadover” means the period in any day from the time an employee commences work until he ceases work for that day;

„telephone operator” means an employee who is wholly or mainly engaged in operating a telephone switchboard;

„wage” means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided that where an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount;

„waiter” means an employee, other than a bedroom attendant-waiter, who sets or clears tables, serves guests with meals and who may make sandwiches or salads;

„waiter, qualified,” means a waiter who has had not less than twelve months’ experience;

„waiter, unqualified,” means a waiter who has had less than twelve months’ experience.

(2) For the purpose of this Determination an employee shall be deemed to be in that class in which he is wholly or mainly engaged.

3. WAGES.

(1) The minimum wage which an employer shall pay to each member of the undermentioned classes of his employees shall be as set out hereunder:—

(a) *Employees other than casual employees.*

	Per Month.		
	£	s.	d.
Bedroom attendant.....	6	15	0
Bedroom attendant-waiter.....	7	0	0
Caretaker.....	18	0	0
Clerk, female, qualified.....	18	0	0
Clerk, female, unqualified—			
during first year of experience.....	9	0	0
during second year of experience.....	11	10	0
during third year of experience.....	13	10	0
during fourth year of experience.....	16	0	0
Clerk, male, qualified.....	27	10	0
Clerk, male, unqualified—			
during first year of experience.....	10	0	0
during second year of experience.....	14	0	0
during third year of experience.....	18	0	0
during fourth year of experience.....	22	10	0
Cook, qualified.....	12	10	0
Cook, unqualified—			
during first six months of experience.....	7	0	0
during second six months of experience.....	8	0	0
during third six months of experience.....	9	10	0
during fourth six months of experience.....	11	0	0
Cook’s assistant.....	8	0	0
Head cook.....	15	0	0
Head waiter.....	12	10	0
Housekeeper.....	16	0	0
Waiter, qualified.....	9	0	0
Waiter, unqualified—			
during first six months of experience.....	7	0	0
during second six months of experience.....	8	0	0

	Employed in or in Connection with Flats or Rooms.	Employed Otherwise than in or in Con- nection with Flats or Rooms.
	Per Month.	Per Month.
	£ s. d.	£ s. d.
Grade I employee.....	8 10 0	6 15 0
Grade II employee, male, 18 years of age and over.....	7 19 0	6 5 0
Grade II employee, male, under 18 years.....	5 19 0	5 0 0
Grade II employee, female....	6 7 0	5 15 0

Part-time Employees.—Three-fourths of the wage prescribed for an employee of the same sex who performs the same class of work as the part-time employee is required to do.

(b) *Los werknemers.*—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een ses-en-twintigste betaal word van die maandloon voorgeskryf vir 'n werknemer van dieselfde geslag wat dieselfde klas werk verrig as wat van die los werknemer vereis word: Met dien verstande dat, as die werkgever van 'n los werknemer vereis om die werk te doen van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking „maandloon” beteken die maandloon wat vir 'n gekwalifiseerde werknemer van dié klas voorgeskryf word, en voorts met dien verstande dat, as die werkgever vereis dat 'n werknemer 'n tydperk van hoogstens vier opeenvolgende ure op enige dag werk, sy loon met vyftig per sent verminder kan word.

(2) *Kontrakbasis.*—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n maandelikse grondslag berus en, behoudens die bepalinge van klousule 4 (6), moet 'n werknemer ten opsigte van 'n maand minstens die volle maandloon betaal word wat in subklousule (1), gelees met subklousule (3), vir 'n werknemer van sy klas, voorgeskryf word, ongeag of hy in elke week van sodanige maand die maksimum getal gewone werkure wat ingevolge klousule 5 vir hom geld, of minder, gewerk het.

(3) *Differensiële loon.*—'n Werkgever wat vereis of toelaat dat 'n lid van een klas van sy werknemers langer as altesaam een uur op enige dag, hetsy benewens sy eie werk of in die plek daarvan, werk verrig van 'n ander klas waarvoor hetsy—

(a) 'n hoër loon as dié van sy eie klas, of

(b) 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas,

in subklousule (1) voorgeskryf word, moet vir dié dag so 'n werknemer soos volg betaal:—

(i) In die geval in paragraaf (a) vermeld, minstens die dagloon bereken teen die hoër tarief, en

(ii) in die geval in paragraaf (b) vermeld, minstens die dagloon bereken op die kerf in die stygende skaal net bokant die loon wat die werknemer vir sy gewone werk ontvang het;

Met dien verstande—

(i) dat die bepalinge van hierdie subklousule nie geld wanneer die verskil tussen die klasse ingevolge subklousule (1) op ouderdom, ervaring of geslag berus nie;

(ii) dat die bepalinge van hierdie subklousule nie van toepassing is op 'n werknemer van 'n ander klas wat die werk van 'n telefonis verrig nie;

(iii) dat, tensy daar in 'n skriftelike kontrak tussen 'n werkgever en 'n werknemer uitdruklik anders bepaal word, niks in hierdie Vasstelling so uitgelê mag word dat dit 'n werkgever belet om van 'n werknemer te vereis dat hy 'n ander klas werk verrig waarvoor die voorgeskrywe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

(4) *Loonberekening.*—(a) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy maandloon gedeel deur ses-en-twintig.

(b) Die weekloon van 'n werknemer is sy maandloon gedeel deur vier en 'n derde.

(c) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone werkure wat hy in die reël in 'n week werk.

4. BETALING VAN BESOLDIGING.

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens die bepalinge van klousule 6, moet iedere bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, maandeliks in kontant of, as die werknemer daartoe instem, weekliks in kontant betaal word gedurende die werkure of binne vyftien minute na afloop van die werk op die dag waarop die bedryfsinrigting sodanige werknemer gewoonlik betaal, of by diensbeëindiging as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëelde koevert of houer wees waarop aangegee word, of wat vergesel gaan van 'n staat wat die volgende aantoon—

(a) die werkgever se naam;

(b) die werknemer se naam of sy nommer in die betaalstaat en sy betrekking;

(c) die getal gewone werkure wat die werknemer gewerk het;

(d) die getal ure wat die werknemer oortyd gewerk het;

(e) die werknemer se loon;

(f) die werknemer se lewenskostetoelae;

(g) die besonderhede omtrent enige ander besoldiging wat voortspruit uit die werknemer se diens;

(h) besonderhede omtrent enige bedrae wat afgetrek is;

(i) die werklike bedrag wat aan die werknemer betaal word; en

(j) die tydperk waarvoor die betaling geskied,

en sodanige koevert of houer wat hierdie inligting verstrek of sodanige staat word die eiendom van die werknemer.

(2) *Los werknemer.*—'n Werkgever moet die besoldiging wat aan 'n los werknemer verskuldig is, by die beëindiging van sy diens in kontant aan hom betaal.

(b) *Casual Employees.*—A casual employee shall be paid in respect of every day or part of a day of employment not less than one twenty-sixth of the monthly wage prescribed for an employee of the same sex who performs the same class of work as the casual employee is required to do: Provided that where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "monthly wage" shall mean the monthly wage prescribed for a qualified employee of that class and provided further that where the employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by fifty per cent.

(2) *Basis of Contract.*—For the purpose of this clause the contract of employment of an employee, other than a casual employee, shall be on a monthly basis, and, save as provided in clause 4 (6), an employee shall be paid in respect of a month not less than the full monthly wage prescribed in sub-clause (1), read with sub-clause (3), for an employee of his class, whether he has in each week of such month worked the maximum number of ordinary hours of work applicable to him in terms of clause 5 or less.

(3) *Differential Wage.*—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day, either in addition to his own work or in substitution therefor, work of another class for which either—

(a) a wage higher than that of his own class, or

(b) a rising scale of wages terminating in a wage higher than that of his own class,

is prescribed in sub-clause (1), shall pay to such employee in respect of that day—

(i) in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate, and

(ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work:

Provided that—

(i) the provisions of this sub-clause shall not apply where the difference between classes in terms of sub-clause (1) is based on age, experience or sex;

(ii) the provisions of this sub-clause shall not apply to an employee of another class who does the work of a telephone operator;

(iii) unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Determination shall be so construed as to preclude an employer from requiring an employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

(4) *Calculation of Wages.*—(a) The daily wage of an employee other than a casual employee, shall be his monthly wage divided by twenty-six;

(b) The weekly wage of an employee shall be his monthly wage divided by four and one-third.

(c) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of the ordinary hours of work which he ordinarily works in a week.

4. PAYMENT OF REMUNERATION.

(1) *Employees Other Than Casual Employees.*—Save as provided in clause 6, any amount due to an employee, other than a casual employee, shall be paid in cash monthly or, with the consent of the employee, weekly during the hours of work or within fifteen minutes of ceasing work, on the usual pay day of the establishment for such employee or on termination of employment if this takes place before the usual pay day, and such amount shall be contained in a sealed envelope or container, on which shall be recorded or which shall be accompanied by a statement showing—

(a) the employers name;

(b) the employee's name or pay roll number and occupation;

(c) the number of ordinary hours worked by the employee;

(d) the number of overtime hours worked by the employee;

(e) the employee's wage;

(f) the employee's cost of living allowance;

(g) the details of any other remuneration arising out of the employee's employment;

(h) the details of any deductions made;

(i) the actual amount paid to the employee; and

(j) the period in respect of which payment is made,

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee.

(2) *Casual Employee.*—An employer shall pay the remuneration due to a casual employee in cash on termination of his employment.

(3) *Premies.*—Geen bedrag mag regstreeks of onregstreeks vir die indiensneming of opleiding van 'n werknemer, aan 'n werkgever betaal of deur hom aangeneem word nie.

(4) *Koop van goedere.*—'n Werkgever mag nie vereis dat sy werknemer van hom of van enige winkel, plek of persoon wat hy aanwys, goedere koop nie.

(5) *Etes en huisvesting.*—Behoudens die bepalings van die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie vereis dat sy werknemer by hom of by enige persoon of enige plek deur hom aangewys, eet of inwoon of eet en inwoon nie.

(6) *Aftekings.*—'n Werkgever mag sy werknemer geen boetes opleë of bedrae van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy die volgende kan aftrek:—

- Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie, siektebystand, versekerings-, spaar-, voorsorg- of pensioenfonds, of vir ledigheid van 'n vakvereniging;
- behoudens andersluidende bepalings in hierdie Vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of op versoek van sy werkgever uit sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat so 'n werknemer ten tye van sodanige afwesigheid vir sy gewone werkure ontvang het;
- iedere bedrag wat 'n werkgever, by wet of op bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- wanneer 'n werknemer daarmee instem of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, verplig word om kos en inwoning of kos of inwoning van sy werkgever aan te neem, hoogstens die bedrae hieronder vermeld:—

Klas werknemer.	Kos per maand.	Inwoning per maand.	Kos en inwoning per maand.
	£ s. d.	£ s. d.	£ s. d.
(i) Klerk, huishoudster....	3 10 0	1 10 0	5 0 0
(ii) Alle ander werknemers uitgesonderd los werknemers, bestuurders en opsigters.....	2 5 0	0 10 0	2 15 0
(iii) Los werknemers.....	6d. per ete	—	—

(e) as aan 'n werknemer nie gereeld drie etes per dag verskaf word nie, 'n bedrag van hoogstens 6d. vir elke ete wat die werkgever verskaf;

(f) met die skriftelike toestemming van 'n werknemer, iedere bedrag wat 'n werkgever aan 'n munisipale raad of ander plaaslike bestuur betaal het aan huur van 'n huis, of aan huisvesting in 'n tehuis, of aan die huur van 'n huis wat sodanige werknemer bewoon in 'n lokasie of Naturelle-dorp onder die beheer van sodanige raad of ander plaaslike bestuur.

(7) By die toepassing van paragraaf (d) van subklousule (6) beteken „kos” die gereelde verskaffing deur 'n werkgever van drie etes per dag, en niks in hierdie Vasstelling moet so uitgelê word dat dit 'n werkgever belet om 'n werknemer in diens te neem op voorwaarde dat die werkgever hom van kos voorsien nie, en die werkgever se reg om die bedrag wat in paragraaf (d) van subklousule (6) voorgeskryf word vir kos, af te trek, word nie deur die werknemer se weiering om gebruik te maak van 'n ete wat die werkgever aldus verskaf, geraak nie.

5. WERKURE, GEWONE EN OORTYD-, EN BETALING VIR OORTYD.

(1) *Gewone werkure.*—'n Werkgever mag nie vereis of toelaat dat 'n werknemer meer gewone werkure werk nie as—

- in die geval van 'n werknemer, uitgesonderd 'n deeltydse of 'n los werknemer, agt-en-veertig in enige week van Maandag tot en met Sondag;
- in die geval van 'n deeltydse werknemer, vyf-en-dertig in enige week van Maandag tot en met Sondag;
- in die geval van 'n los werknemer, agt en 'n half op enige dag.

(2) *Werkdag.*—Die gewone werkure en alle oortyd van 'n werknemer met inbegrip van alle etenspouses, mag nie op enige dag oor meer as veertien uur strek nie.

(3) *Etenspouses.*—'n Werkgever moet aan elkeen van sy werknemers wat op diens is 'n etenspouse van minstens 30 minute toestaan binne een uur van elke gereelde etensyd vir die gaste in die bedryfsinrigting, en daar mag nie vereis of toegelaat word dat 'n werknemer gedurende so 'n pouse enige werk verrig nie, en dié pouse word geag geen deel van die gewone werkure of oortydwerk te vorm nie: Met dien verstande—

- dat werktye wat onderbreek word deur pouses van minder as 30 minute, geag word aaneen te loop;
- dat, die werktydperk tussen enige twee sodanige etenspouses hoogstens ses opeenvolgende ure moet wees.

(4) *Weeklikse diensvrytyd.*—'n Werkgever moet aan elkeen van sy werknemers, uitgesonderd los werknemers, in elke week diensvrytyd toestaan van minstens 16 opeenvolgende ure met aanvang 2.30 nm., waarin die werknemer nie verplig of toegelaat mag word om te werk nie.

(3) *Premiums.*—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee.

(4) *Purchase of Goods.*—An employer shall not require his employee to purchase any goods from him or from any shop, place or person nominated by him.

(5) *Board and Lodging.*—Save as provided in the Natives (Urban Areas) Consolidation Act, 1945, an employer shall not require his employee to board or lodge or board and lodge with him or with any person or at any place nominated by him.

(6) *Deductions.*—An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration: Provided that he may make the following—

- with the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds, or subscriptions to trade unions;
- except where otherwise provided in this Determination, whenever an employee is absent from work, other than on the instructions or at the request of his employer; a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;
- a deduction of any amount which an employer by any law or order of any competent court is required or permitted to make;
- whenever an employee agrees, or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer; a deduction not exceeding the amounts specified hereunder:—

	Board per Month.	Lodging per Month.	Board and Lodging per Month.
	£ s. d.	£ s. d.	£ s. d.
(i) Clerk, housekeeper....	3 10 0	1 10 0	5 0 0
(ii) All other employees, other than casual employees, managers and caretakers.....	2 5 0	0 10 0	2 15 0
(iii) Casual employees.....	6d. per meal	—	—

(e) Whenever an employee is not regularly provided with three meals a day, a deduction not exceeding 6d. for each meal supplied by the employer;

(f) with the written consent of an employee, a deduction of any amount which an employer has paid to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or Native village under the control of such council or other local authority.

(7) For the purpose of paragraph (d) of sub-clause (6) the expression “board” means the regular provision by an employer of three meals per day and nothing in this Determination shall be so construed as to preclude an employer from engaging an employee on the condition that the employer shall provide him with board, nor shall the employer's right to make the deduction prescribed in paragraph (d) of sub-clause (6) for board be affected by an employee's refusal to avail himself of a meal which the employer so provides.

5. HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME.

(1) *Ordinary Hours of Work.*—An employer shall not require or permit an employee to work more ordinary hours than—

- in the case of an employee other than a part-time or a casual employee, fifty-eight in any week from Monday to Sunday, inclusive;
- in the case of a part-time employee, thirty-five in any week from Monday to Sunday, inclusive;
- in the case of a casual employee, eight and a half on any day.

(2) *Spreadover.*—The ordinary hours of work and all overtime of an employee shall be completed, and all meal intervals must be included, in a spreadover of not more than fourteen hours on any day.

(3) *Meal Intervals.*—An employer shall grant to each of his employees then on duty a meal interval of not less than thirty minutes within one hour of each normal meal time for guests in the establishment and during such interval the employee shall not be required or permitted to do any work and such interval shall be deemed not to be part of the ordinary hours of work or overtime: Provided that—

- periods of work interrupted by intervals of less than thirty minutes shall be deemed to be continuous;
- the period of work between any two such meal intervals shall not be longer than six consecutive hours.

(4) *Weekly Time Off Duty.*—An employer shall grant to each of his employees, other than casual employees, not less time off in any week than sixteen consecutive hours commencing at 2.30 p.m., during which the employee shall not be required or permitted to work.

(5) *Oortyd*.—Alle tyd wat 'n werknemer langer as die getal ure in subklousule (1) voorgeskryf, werk, word geag oortyd te wees.

(6) *Beperking op oortyd*.—'n Werkgewer mag nie vereis of toelaat dat 'n werknemer langer oortyd werk nie as—

- (a) wat 'n los werknemer betref, twee uur op 'n dag;
- (b) wat enige ander werknemer betref, ses uur in 'n week.

(7) *Betaling vir oortydwerk*.—'n Werkgewer moet sy werknemer wat oortyd werk, betaal teen 'n tarief van—

- (a) in die geval van 'n ander werknemer as 'n los werknemer, een en 'n derde maal sy uurloon vir elke uur of deel van 'n uur wat hy altesaam op enige dae in enige week oortyd gewerk het;
- (b) in die geval van 'n los werknemer, een en 'n derde maal sy dagloon gedeel deur agt en 'n half vir elke uur of deel van 'n uur wat hy op enige dag aldus gewerk het.

(8) *Voorbehoudsbepalings*.—(a) Die bepaling van hierdie klousule geld nie vir 'n bestuurder of 'n opsigter nie.

(b) Die bepaling van subklousules (3), (4) en (6) geld nie vir 'n werknemer onderwyl hy noodwerk verrig nie.

(9) By die toepassing van subklousule (7) beteken die uitdrukking „loon” 'n werknemer se loon plus sy lewenskoste-toelae.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepaling van subklousules (2) en (3), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van 12 maande in sy diens, veertien opeenvolgende kalenderdae verlof toestaan en hom ten opsigte van sodanige verlof 'n bedrag betaal van minstens dubbel die weekloon waarop hy vanaf die eerste dag van die verlof geregtig is.

(2) Die verlof voorgeskryf in subklousule (1) moet toegestaan word op 'n tyd wat die werkgewer bepaal: Met dien verstande—

- (i) dat, as die verlof nie eerder toegestaan is nie dit, behoudens die bepaling van klousule (3), só toegestaan word dat dit begin binne twee maande ná voltooiing van die twaalf maande diens waarop dit betrekking het; of, dat, as die werkgewer en sy werknemer daartoe ooreenkom, die tydperk waarin sodanige verlof toegestaan moet word, verleng kan word tot 'n tydperk van hoogstens ses maande vanaf die voltooiing van die twaalf maande diens waarop die verlof betrekking het;
- (ii) dat die tydperk van verlof nie saamval met siekteverlof wat ingevolge klousule 7 toegestaan is of, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem, met enige tydperk van militêre opleiding nie;
- (iii) dat, as Nuwejaarsdag, Goeie Vrydag, Gelofte-dag of Kersdag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n dag by gemelde tydperk as verdere verloftyd gevoeg en vir elke sodanige bygevoegde dag aan die werknemer 'n bedrag van minstens sy dagloon betaal word;
- (iv) dat 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom toegestaan is gedurende die tydperk van twaalf maande waarop die verloftydperk betrekking het, van sodanige tydperk van verlof kan aftrek.

(3) (a) Op die skriftelike versoek van sy werknemer kan 'n werknemer sy jaarlikse verlof oor 'n tydperk van hoogstens vier-en-twintig maande diens laat ooploop: Met dien verstande—

- (i) dat die werknemer sodanige versoek rig binne twee maande na afloop van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het;
- (ii) dat die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en onderteken en die versoek minstens drie jaar bewaar vanaf sodanige datum of vanaf die datum van afloop van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, en wel vanaf die jongste van hierdie datums.

(b) Die bepaling van subklousule (2) geld *mutatis mutandis* vir die verlof in hierdie subklousule genoem.

(4) Op die skriftelike versoek van sy werknemer kan 'n werkgewer, in plaas daarvan om die verlof vir sodanige werknemer voorgeskryf in subklousule (1) toe te staan, hom minstens die bedrag betaal wat die werkgewer hom vir sodanige verlof sou betaal het as die verlof toegestaan was: Met dien verstande—

- (i) dat sodanige betaling in plaas van verlof hoogstens een maal in elke twee opeenvolgende tydperke van twaalf maande diens by dieselfde werkgewer toegestaan mag word;
- (ii) dat so 'n werknemer sodanige versoek rig binne twee maande na afloop van die twaalf maande diens waarop die verlof betrekking het;
- (iii) dat die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek vir minstens drie jaar bewaar vanaf sodanige datum of vanaf die datum van afloop van die tydperk van twaalf maande diens waarop die verlof betrekking het, en wel vanaf die jongste van die twee datums.

(5) *Verlofbesoldiging*.—Die besoldiging ten opsigte van die jaarlikse verlof voorgeskryf in subklousule (1), gelees met subklousule (3), moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof betaal word.

(5) *Overtime*.—All time worked by an employee in excess of the number of hours prescribed in sub-clause (1) shall be deemed to be overtime.

(6) *Limitation of Overtime*.—An employer shall not require or permit an employee to work overtime for more than—

- (a) in the case of a casual employee, two hours on any day;
- (b) in the case of any other employee, six hours in any week.

(7) *Payment for Overtime*.—An employer shall pay his employee who works overtime at a rate of not less than—

- (a) in the case of an employee other than a casual employee, one and one-third times his hourly wage in respect of each hour or part of an hour in the aggregate of the overtime so worked on any days in any week;
- (b) in the case of a casual employee, one and one-third times his daily wage divided by eight and a half in respect of each hour or part of an hour so worked on any day.

(8) *Savings*.—(a) The provisions of this clause shall not apply to a manager or a caretaker.

(b) The provisions of sub-clauses (3), (4) and (6) shall not apply to an employee while he is engaged on emergency work.

(9) For the purpose of sub-clause (7) the expression “wage” means an employee's wage plus his cost of living allowance.

6. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clauses (2) and (3), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of twelve months of employment with him fourteen consecutive calendar days' leave and shall pay such employee in respect of such leave an amount of not less than double the weekly wage to which he is entitled as from the first day of the leave.

(2) The leave prescribed in sub-clause (1) shall be granted at a time to be fixed by the employer: Provided that—

- (i) if such leave has not been granted earlier, it shall, save as provided in sub-clause (3), be granted so as to commence within two months after the completion of the twelve months of employment to which it relates or, if the employer and his employee agree thereto, the period within which such leave must be granted may be increased to a period not exceeding six months reckoned from the completion of the twelve months of employment to which the leave relates;
- (ii) the period of leave shall not be concurrent with sick leave granted in terms of clause 7 nor, unless the employee so requests and the employer agrees in writing, with any period of military training;
- (iii) if New Year's Day, Good Friday, the Day of the Covenant or Christmas Day falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall, in respect of each such day added, be paid an amount of not less than his daily wage;
- (iv) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his employee's written request during the period of twelve months of employment to which the period of leave relates.

(3) (a) At the written request of his employee, an employer may permit the leave to accumulate over a period of not more than twenty-four months of employment: Provided that—

- (i) such request is made by such employee not later than two months after the expiry of the first period of twelve months of employment to which the leave relates, and
- (ii) the date of the receipt of such request is endorsed on such request over his signature by the employer, who shall retain such request for a period of not less than three years from such date or the date of the expiry of the first period of twelve months of employment to which the leave relates, whichever is the later.

(b) The provisions of sub-clause (2) shall *mutatis mutandis* apply to the leave referred to in this sub-clause.

(4) At the written request of his employee, an employer may, in lieu of granting the leave prescribed for such employee in sub-clause (1), pay to him not less than the amount which the employer would have had to pay to him in respect of such leave if the leave had been granted: Provided that—

- (i) such payment in lieu of leave shall not be permitted more often than once in every two consecutive periods of twelve months of employment with the same employer;
- (ii) such request is made by the employee not later than two months after the expiry of the twelve months of employment to which the leave relates;
- (iii) the date of the receipt of such request is endorsed on such request over his signature by the employer, who shall retain such request for a period of not less than three years from such date or the date of the expiry of the period of twelve months of employment to which the leave relates, whichever is the later.

(5) *Leave Remuneration*.—The remuneration in respect of the annual leave prescribed in sub-clause (1), read with sub-clause (3), shall be paid not later than the last work day before the date of commencement of the leave.

(6) Aan 'n werknemer wie se dienskontrak gedurende enige dienstermyn van twaalf maande beëindig word voordat die verloftydperk in subklousule (1) voorgeskryf, ten opsigte van so 'n termyn opgeloopt het, moet daar by sodanige diensbeëindiging, en benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige dienstermyn 'n bedrag betaal van minstens een sesde van die weekloon wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het: Met dien verstande dat 'n werkgewer ten opsigte van enige verloftyd wat hy ingevolge die vierde voorbehoud in subklousule (2) aan 'n werknemer toegestaan het, 'n eweredige bedrag kan aftrek, en met dien verstande voorts dat 'n werknemer—

- (i) wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 11 voorgeskryf word tensy die werkgewer van sodanige kennisgewing afgesien het; of
- (ii) wat sy diens sonder regsgeldige rede verlaat; of
- (iii) wat deur sy werkgewer sonder kennisgewing ontslaan word om rede wat vir sodanige ontslag sonder kennisgewing regens genoegsaam is,

tot geen betaling uit hoofde van hierdie subklousule geregtig is nie.

(7) Aan 'n werknemer wat op 'n tydperk van verlof voorgeskryf in subklousule (1), gelees met subklousule (3); geregtig geword het en wie se dienskontrak beëindig word voordat sodanige verlof toegestaan is, moet by sodanige beëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van beëindiging aan hom toegestaan was.

(8) By die toepassing van hierdie klousule word die uitdrukking „diens” geag elke tydperk te omvat ten opsigte waarvan 'n werkgewer ingevolge subklousule (1) van klousule 11 'n werknemer betaal in plaas van kennis van diensbeëindiging te gee en ook elke tydperk of alle tydperke waarin 'n werknemer afwesig is—

- (a) wat verlof ingevolge hierdie klousule;
- (b) met siekteverlof ingevolge klousule 7;
- (c) op las of op versoek van sy werkgewer;
- (d) vir militêre opleiding.

en wel tot 'n totaal in enige jaar van hoogstens tien weke ten opsigte van items (a), (b) en (c), plus enige tydperk van militêre opleiding wat hy in dié jaar ondergaan het, en diens word geag te begin—

- (i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Vastelling tot 'n tydperk van jaarlikse verlof ingevolge enige wet geregtig geword het, op die datum waarop sodanige werknemer die vorige maal geregtig geword het tot verlof ingevolge so 'n wet;
- (ii) in die geval van 'n werknemer wat voor die datum van inwerking-treding van hierdie Vastelling in diens was en vir wie enige wet gegeld het wat vir jaarlikse verlof voorsiening maak, maar wat nog nie tot 'n tydperk van verlof ingevolge daarvan geregtig geword het nie, op die aanvangsdatum van sodanige diens;
- (iii) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgewer in diens getree het, of op die datum van inwerking-treding van hierdie Vastelling, en wel op die jongste van die twee datums.

(9) By die toepassing van hierdie klousule beteken die uitdrukking „loon” 'n werknemer se loon plus sy lewenskostetoelae.

7. SIEKTEVERLOF.

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van sy werk afwesig is, altesaam minstens vier-en-twintig werkdag siekteverlof toestaan gedurende elke tydperk van vier-en-twintig opeenvolgende maande diens by hom, en moet hy so 'n werknemer vir elke tydperk van afwesigheid ingevolge hierdie subklousule, minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande—

- (i) dat gedurende die eerste vier-en-twintig opeenvolgende maande diens 'n werknemer nie tot meer as een werkdag siekteverlof met volle betaling ten opsigte van elke voltooide maand diens geregtig is nie;
- (ii) dat hierdie klousule nie geld vir 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes, minstens gelyk aan dié wat die werknemer self daarin stort, betaal aan enige fonds of organisasie wat die werknemer aanwys en wat aan die werknemer, by ongeskiktheid in die omstandighede in hierdie klousule vermeld, betaling waarborg van altesaam minstens die ekwivalent van sy loon vir vier-en-twintig werkdag in elke tydperk van vier-en-twintig maande diens, behalwe dat gedurende die eerste vier-en-twintig maande waarin die werknemer bydraes stort, die gewaarborgde tarief nie die koers van aanwas soos uiteengesit in die eerste voorbehoud van hierdie subklousule, te bowe hoef te gaan nie;
- (iii) dat, indien 'n werkgewer ingevolge enige wet gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal, en sodanige gelde wel betaal, die aldus betaalde bedrag afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;

(6) An employee, whose contract of employment is terminated during any period of twelve months of employment before the period of leave prescribed in sub-clause (1) in respect of that period has accrued, shall upon such termination, and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than one-sixth of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to sub-clause (2) and provided further that an employee—

- (i) who leaves his employment without having given and served the period of notice prescribed in clause 11, unless the employer has waived such notice; or
- (ii) who leaves his employment without cause recognised by law as sufficient; or
- (iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice,

shall not be entitled to any payment by virtue of this sub-clause.

(7) An employee who has become entitled to a period of leave prescribed in sub-clause (1), read with sub-clause (3), and whose contract of employment terminates before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of the leave, had the leave been granted to him as at the date of the termination.

(8) For the purpose of this clause the expression “employment” shall be deemed to include any period in respect of which an employer, in terms of sub-clause (1) of clause 11, pays an employee in lieu of notice and also any period or periods during which an employee is absent—

- (a) on leave in terms of this clause;
- (b) on sick leave in terms of clause 7;
- (c) on the instructions or at the request of his employer;
- (d) undergoing any military training,

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (b) and (c), plus any period of military training undergone in that year, and employment shall be deemed to commence—

- (i) in the case of an employee who had before the coming into force of this Determination become entitled to a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;
- (ii) in the case of an employee who was in employment before the date of commencement of this Determination and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;
- (iii) in the case of any other employee, on the date on which such employee entered his employer's service or on the date of the coming into force of this Determination, whichever is the later.

(9) For the purpose of this clause the expression “wage” means an employee's wage plus his cost of living allowance.

7. SICK LEAVE.

(1) Subject to the provisions of sub-clause (2), an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity not less than twenty-four work days' sick leave in the aggregate during each cycle of twenty-four consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this sub-clause not less than the wage he would have received had he worked during such period: Provided that—

- (i) in the first twenty-four consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work day in respect of each completed month of employment;
- (ii) this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for twenty-four work days in each cycle of twenty-four months of employment, except that during the first twenty-four months of the payment of contributions by the employee the guaranteed rate need not exceed the rate of accrual set out in the first proviso to this sub-clause;
- (iii) where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause;

(iv) dat, indien 'n werkgewer by enige ander wet verplig word om 'n werknemer sy volle loon te betaal, ten opsigte van enige tydperk van ongeskiktheid waarvoor hierdie klousule voorsiening maak, die bepalings van hierdie klousule nie geld nie.

(2) Voordat 'n werkgewer enige bedrag betaal wat 'n werknemer kragtens hierdie klousule eis ten opsigte van afwesigheid uit sy werk gedurende 'n tydperk wat strek oor meer as drie opeenvolgende kalenderdae, kan hy vereis dat die werknemer 'n sertifikaat, onderteken deur 'n geneesheer, voorlê wat die aard en duur van die werknemer se ongeskiktheid bevestig.

(3) Wanneer 'n werknemer gedurende die eerste tydkring van vier-en-twintig maande diens by dieselfde werkgewer weens ongeskiktheid langer afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig op betaling vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgewer moet, as hy dit nie reeds gedoen het nie, by afloop van gemelde tydkring, of by diensbeëindiging voor sodanige afloop, hom ten opsigte van dié langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat by sodanige afloop aan hom toekom, nog nie gebruik is nie.

(4) By die toepassing van hierdie klousule—

(a) word die uitdrukking „diens” geag ook enige tydperk of tydperke te omvat waarin die werknemer afwesig is—

- (i) met verlof ingevolge klousule 6;
- (ii) op las of versoek van sy werkgewer;
- (iii) met siekteverlof ingevolge subklousule (1);
- (iv) vir militêre opleiding.

en wel tot 'n totaal in enige jaar van hoogstens tien weke ten opsigte van items (i), (ii) en (iii), plus enige tydperk van militêre opleiding wat hy in dié jaar ondergaan het, en enige tydperk van diens by dieselfde werkgewer onmiddellik voor die datum van inwerkingtreding van hierdie Vastelling, word hy die toepassing van hierdie klousule geag diens ingevolge hierdie Vastelling te wees, en alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende so 'n tydperk toegestaan is, word geag ingevolge hierdie Vastelling toegestaan te wees;

(b) beteken „ongeskiktheid” die onvermoë om te werk weens siekte of besering, behalwe as dit deur die werknemer se eie wangedrag veroorsaak is: Met dien verstande dat, as die onvermoë om te werk, te wyte is aan 'n ongeluk waarvoor daar ingevolge die Ongevallewet, 1941, vergoeding betaalbaar is, sodanige onvermoë geag word ongeskiktheid te wees slegs ten opsigte van dié tydperk van onvermoë om te werk waarvoor geen vergoeding weens arbeidsongeskiktheid ingevolge genoemde Wet betaalbaar is nie;

(c) beteken „loon” 'n werknemer se loon plus sy lewenskostetoelae.

8. OPENBARE VAKANSIEDAE.

(1) Behoudens die bepalings van klousule 4 (6), moet 'n werkgewer aan 'n werknemer wat nie verplig of toegelaat word om op Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag te werk nie, minstens sy maandloon betaal vir die maand waarin so 'n dag val.

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag werk, moet sy werkgewer behoudens soos bepaal in klousule 4 (6)—

- (a) hom vir die maand waarin so 'n dag val, minstens sy maandloon betaal, plus die helfte van sy dagloon ten opsigte van elke sodanige dag wat hy gewerk het; of
- (b) aan so 'n werknemer ten opsigte van elke sodanige dag wat hy gewerk het, nog 'n dag jaarlikse verlof toestaan en hom ten opsigte van elke sodanige ekstra dag minstens sy dagloon betaal.

(3) By die toepassing van hierdie klousule beteken die uitdrukking „loon” 'n werknemer se loon plus sy lewenskostetoelae.

(4) Hierdie klousule geld nie vir 'n bestuurder, 'n opsigter of 'n los werknemer nie.

9. GETALVERHOUDING.

(1) 'n Werkgewer mag nie 'n ongekwalifiseerde kok, kelner of klerk in diens neem nie tensy hy onderskeidelik 'n gekwalifiseerde kok, kelner of klerk in sy diens het, en vir elke sodanige gekwalifiseerde kok, kelner of klerk in sy diens mag hy hoogstens een ongekwalifiseerde kok, kelner of klerk, na gelang van die geval, in diens neem.

(2) 'n Werkgewer mag nie 'n koksmat in diens neem nie, tensy hy 'n gekwalifiseerde kok in sy diens het, en vir elke sodanige gekwalifiseerde kok in sy diens mag hy hoogstens een koksmat in diens neem.

(3) By die toepassing van hierdie klousule—

- (a) kan 'n werkgewer wat uitsluitlik of hoofsaaklik die werk van enige besondere klas werknemer verrig, as 'n gekwalifiseerde werknemer van dié klas geag word;
- (b) kan 'n ongekwalifiseerde werknemer wat minstens die loon van 'n gekwalifiseerde werknemer van sy klas ontvang, as 'n gekwalifiseerde werknemer geag word;
- (c) word deeltydse werknemers nie as werknemers geag nie.

(iv) if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay to an employee his full wages, the provisions of this clause shall not apply.

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than three consecutive calendar days, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity.

(3) Where, during the first cycle of twenty-four months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid only in respect of such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiry of the said cycle of employment or on termination of employment before such expiry pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiry or termination, has not been taken.

(4) For the purpose of this clause the expression—

(a) “employment” shall be deemed to include any period or periods during which an employee is absent—

- (i) on leave in terms of clause 6;
- (ii) on the instructions or at the request of his employer;
- (iii) on sick leave in terms of sub-clause (1);
- (iv) undergoing military training,

amounting in the aggregate in any year to not more than ten weeks in respect of items (i), (ii) and (iii), plus any period of military training undergone in that year, and any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Determination shall for the purpose of this clause be deemed to be employment under this Determination, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Determination;

(b) “incapacity” means inability to work owing to any sickness or injury other than that caused by an employee's own misconduct: Provided that any inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act;

(c) “wage” means an employee's wage plus his cost of living allowance.

8. PUBLIC HOLIDAYS.

(1) Subject to the provisions of clause 4 (6), if an employee is not required or permitted to work on New Year's Day, Good Friday, the Day of the Covenant or Christmas Day, his employer shall pay him for the month in which such day falls not less than his monthly wage.

(2) Whenever an employee works on New Year's Day, Good Friday, the Day of the Covenant or Christmas Day his employer shall, save as is provided in clause 4 (6)—

- (a) pay him for the month in which such day falls not less than his monthly wage, plus one-half of his daily wage in respect of each such day worked; or
- (b) grant such employee in respect of each such day worked one extra day of annual leave and pay him not less than his daily wage for each such extra day.

(3) For the purpose of this clause the expression “wage” means an employee's wage plus his cost of living allowance.

(4) This clause shall not apply to a manager, a caretaker or a casual employee.

9. PROPORTION OR RATIO.

(1) An employer shall not employ an unqualified cook, waiter or clerk, unless he has a qualified cook, waiter or clerk, respectively, in his employ, and for each such qualified cook, waiter or clerk employed he shall not employ more than one unqualified cook, waiter or clerk, as the case may be.

(2) An employer shall not employ a cook's assistant unless he has a qualified cook in his employ, and for each such qualified cook employed he shall not employ more than one cook's assistant.

(3) For the purpose of this clause—

- (a) an employer who is wholly or mainly engaged in the work of any particular class of employee may be deemed to be a qualified employee of that class;
- (b) an unqualified employee who is receiving a wage of not less than the wage of a qualified employee of his class may be deemed to be a qualified employee;
- (c) part-time employees shall be deemed not to be employees.

10. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

'n Werkgewer moet alle uniforms, oorpakke of beskermende kleres wat hy vereis dat sy werknemer dra, of wat enige Wet of regulasie hom verplig om aan sy werknemer te verskaf, gratis verskaf en in bruikbare en sinlike toestand hou; en alle sodanige uniforms, oorpakke of beskermende kleres bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer sy werknemer, benewens die loon voorgeskryf in klousule 3 (1), die bedrag van ses sjielings en ses pennies per maand kan betaal; en sodanige werknemer moet dan sy eie uniform, oorpak of beskermende kleres verskaf, en dit is en bly sy eiendom.

11. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, kan 'n dienskontrak beëindig deur dit—

- (a) gedurende die eerste vier weke diens, minstens vier-en-twintig uur,
 - (b) na die eerste vier weke diens, minstens een week,
- vooruit op te sê, of 'n werkgewer of 'n werknemer kan die kontrak sonder opsegging beëindig deurdat in plaas van die opsegging die werkgewer aan die werknemer minstens die volgende betaal, of die werknemer aan die werkgewer minstens die volgende betaal of verbeur, na gelang van die omstandighede—

- (i) in die geval van vier-en-twintig uur opsegging 'n bedrag gelyk aan die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (ii) in die geval van 'n week opsegging, 'n bedrag gelyk aan die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande dat hierdeur onaangetas gelaat word—

- (i) die werkgewer of werknemer se reg om op enige regsgeldige grond die kontrak sonder opsegging te beëindig;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n opseggingstermyn wat vir albei partye ewe lank is en langer is as die wat in hierdie klousule voorgeskryf word;
- (iii) die werking van enige verbeurings of strafbeding wat regtens van toepassing kan wees op 'n werknemer wat sy diens verlaat.

(2) Indien daar 'n ooreenkoms ingevolge die tweede voorbehoedshelping van subklousule (1) bestaan, moet die betaling of verbeuring in plaas van opsegging eweredig wees met die ooreengekome opseggingstermyn.

(3) Die opsegging in subklousule (1) voorgeskryf, kan op enige werkdag gegee word en loop vanaf die dag waarop dit gegee word: Met dien verstande—

- (i) dat die opseggingstermyn nie mag saamval met, en opsegging nie mag geskied gedurende 'n werknemer se afwesigheid met verlof toegestaan ingevolge klousule 6, of enige tydperk van militêre opleiding nie;
- (ii) dat opsegging nie mag geskied gedurende 'n werknemer se afwesigheid met siekteverlof toegestaan ingevolge klousule 7 nie.

(4) By die toepassing van hierdie klousule beteken die uitdrukking „loon” 'n werknemer se loon plus sy lewenskostetoelae.

12. VERBOD OP INDIENSNEMING.

'n Werkgewer mag niemand onder die ouderdom van vyftien jaar in diens neem nie.

13. DIENSSERTIFIKAAT.

Wanneer 'n dienskontrak om 'n ander rede as diensverlating beëindig word moet die werkgewer aan die betrokke werknemer, uitgesonderd 'n los werknemer, 'n dienssertifikaat gee wat hoofsaaklik die vorm het soos in die Bylae tot hierdie Vastelling voorgeskryf en waarin die volle naam van die werkgewer en van sy werknemer, die betrekking van die werknemer, die aanvangs- en die aflooptdatum van die kontrak en die werknemer se loon ten tyde van sodanige beëindiging aangegee word.

BYLAE.

Ek/Ons (a) wat die bedryf beoefen van hotelhouer, kos- of losieshuishouer of verhuur van woonstelle of kamers (a) te

 sertifiseer hierby dat
 by my/ons (a) in diens was vanaf die
 dag van 19... tot die
 dag van 19... in die betrekking van (b)
 loon (uitgesonderd lewenskostetoelae) pond
 sjielings en pennies
 per maand:

Handtekening van Werkgewer of
 Gemagtigde Verteenwoordiger.

Datum:

(a) Skrap wat nie van toepassing is nie.

(b) Meld die betrekking waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv. kok, kelder, slaapkamerbediende.

10. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall or protective clothing which he requires his employee to wear or which by any law or regulation he is compelled to provide for his employee and any such uniform, overall or protective clothing shall remain the property of the employer: Provided that an employer may pay to his employee, in addition to the wage prescribed for him in clause 3 (1), the sum of six shillings and sixpence per month and such employee shall then provide his own uniform, overall or protective clothing, and it shall be and remain his property.

11. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual employee, who desires to terminate the contract of employment, shall give—

- (a) during the first four weeks of employment, not less than twenty-four hours;
- (b) after the first four weeks of employment, not less than one week's,

notice of termination of contract, or an employer or employee may terminate the contract without notice by paying the employee or paying or forfeiting to the employer, as the case may be, in lieu of such notice not less than—

- (i) in the case of twenty-four hours' notice, an amount equal to the daily wage which the employee is receiving at the time of such termination;
- (ii) in the case of a week's notice, an amount equal to the weekly wage which the employee is receiving at the time of such termination:

Provided that this shall not affect—

- (i) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;
- (iii) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts.

(2) Where there is an agreement in terms of the second proviso to sub-clause (1), the payment or forfeiture in lieu of notice shall correspond to the period or notice agreed upon.

(3) The notice prescribed in sub-clause (1) may be given on any work day and shall run from the day on which it is given: Provided that—

- (i) the period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 6 or during any period of military training;
- (ii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 7.

(4) For the purpose of this clause the expression "wage" means an employee's wage plus his cost of living allowance.

12. PROHIBITION OF EMPLOYMENT.

An employer shall not employ any person under the age of fifteen years.

13. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment, other than through the desertion of an employee, furnish his employee, other than a casual employee or a grade II employee, with a certificate of service, substantially in the form prescribed in the Schedule to this Determination, showing the full names of the employer and his employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the employee's wage at the date of such termination.

SCHEDULE.

I/We (a) carrying on business in the trade of hotelkeeper or of boarding or lodging house keeper or in the letting of flats or rooms (a) at

 hereby certify that
 was employed by me/us (a) from the
 day of 19... to the
 day of 19... in the occupation of (b)
 At the termination of employment his/her (a) wage (excluding cost of living allowance) was pounds shillings pence per month.

Signature of Employer or
 Authorised Representative.

Date

(a) Delete whichever is inapplicable.

(b) State occupation in which employee was wholly or mainly engaged, e.g., cook, waiter, bedroom attendant.

Statistiese publikasies uitgereik deur die BURO VIR SENSUS EN STATISTIEK is van baie groot belang vir Vervaardigers, Handelaars en Sakemanne

Hierdie publikasies sluit die volgende in:—

1. Die *Offisiële Jaarboek van die Unie van Suid-Afrika* is 'n samevatting wat inligting bevat oor feitlik enige onderwerp wat van openbare belang is.
2. Die *Maandbulletin van Statistiek* dek lopende statistiese inligting oor 'n groot verskeidenheid van ekonomiese en maatskaplike onderwerpe. Elke uitgawe bevat meer as 100 statistiese tabelle asook statistiese bylaes. Die prys is 5s. per eksemplaar of 50s. jaarliks posvry.
3. *Blouboeke*. Hierdie amptelike verslae word van tyd tot tyd uitgegee en dek baie onderwerpe. Die statistieke wat in hierdie verslae voorkom is volledig en finaal.
4. *Spesiale Verslae* verskyn in afgerolde vorm en dek 'n groot verskeidenheid van onderwerpe van ekonomiese en maatskaplike belang.

WORD NOU 'N INTEKENAAR OP DIE MAANDBULLETIN!

en koop ander publikasies van die Buro.

Pryse is verkrygbaar van die STAATSDRUKKER, Pretoria of Kaapstad.

Doen aansoek by die BURO VIR SENSUS EN STATISTIEK, Pretoria vir volle besonderhede en die jongste publikasielys.

Statistical publications issued by the BUREAU OF CENSUS AND STATISTICS are of immense interest to Manufacturers, Merchants and Businessmen

These publications include the following:—

1. The *Official Year Book of the Union of South Africa* is a compendium containing information on practically any subject which is of public interest.
2. The *Monthly Bulletin of Statistics* covers current statistical information on a great variety of economic and social subjects. Each issue contains more than 100 statistical tables as well as statistical annexures. The price is 5s. per copy or 50s. per annum post free.
3. *Blue Books*: These official reports are issued periodically in printed form and cover many subjects. The statistics published in these reports are complete and final.
4. *Special Reports* appear in roneoed form and cover a great variety of subjects of economic and social interest.

BECOME A SUBSCRIBER TO THE MONTHLY BULLETIN NOW!

and purchase other publications of the Bureau.

Prices are obtainable from the GOVERNMENT PRINTER, Pretoria and Cape Town.

Apply to the BUREAU OF CENSUS AND STATISTICS, Pretoria, for full particulars and the latest list of publications.

INVOERDERS UITVOERDERS NYWERAARS

teken in op



„HANDEL EN NYWERHEID”

*Die maandblad
van die Departement van Handel en Nywerheid*

INTEKENGELD: In die Unie van S.A., Suidwes-Afrika, Betsjoeanaland-Protectoraat, Swasieland, Basoetoland, Suid- en Noord-Rhodesie, Mosambiek, Angola, Belgiese Kongo, Niassaland, Tanganjika, Kenia en Oeganda teen 6d per eksemplaar, of teen 5/- per jaar (7/6 elders) vooruitbetaalbaar aan Die Staatsdrukker, Pretoria

VERSKYN IN ALBEI AMPTELIKE TALF

Hierdie tydskrif bevat o.a. 'n maandelikse ekonomiese oorsig (met statistiek) van besigheids- en nywerheidstoestande in die Unie, die jongste departementele inligting oor afsetmoontlikhede vir Unie-produkte in lande waar die Unie oorsese handelsverteenvoorders het, lysie van handelsnavrae, besonderhede in verband met nywerheidsbedrywighede in die Unie, die jongste aspekte van prys- en voorradebeheer, die meeste verslae (volledig) van die Raad van Handel en Nywerheid, en artikels van 'n algemene aard oor die handel en nywerheid

IMPORTERS EXPORTERS INDUSTRIALISTS

subscribe to



“COMMERCE & INDUSTRY”

*The monthly Journal
of the Department of Commerce and Industries*

SUBSCRIPTION: In the Union of S.A., S.W.A., Bechuanaland Protectorate, Swaziland, Basutoland, Southern and Northern Rhodesia, Mocambique, Angola, Belgian Congo, Nyassaland, Tanganyika, Kenya and Uganda—6d per copy or 5/- (7/6 elsewhere) per annum, payable in advance to The Government Printer, Pretoria

PUBLISHED IN BOTH OFFICIAL LANGUAGES

This Journal embodies *inter alia* a monthly economic review (with statistics) of business and industrial conditions in the Union, the latest Departmental information on market possibilities for Union products in countries at present covered by the Union's Overseas Trade Representatives, lists of trade enquiries, items of industrial activity in the Union, the latest information on price and commodity control, most reports (unabridged) of the Board of Trade and Industries, and articles of a general nature in connection with commerce and industry

DIT BETAAL U OM TE SPAAR!

SPAAR

- ★ VIR U FAMILIE SE TOEKOMS!
- ★ VIR U EIE HUIS!
- ★ VIR U AFTREDE!
- ★ VIR ALLE GEVALLE VAN NOOD!

POSSPAARBANK

Die Posspaarbank verdien 3% rente op die maandelikse balans, waarvan tot £50 per jaar van die rente van *Inkomstebelasting Vrygestel* is.

Die eerste belegging hoef nie meer as 1/- te wees nie. So 'n rekening is baie handig in tye van nood of wanneer met vakansie, omdat stortings en terugvorderings by enige Poskantoor in die Unie gedoen kan word.

Nie meer as £2,000 mag gedurende 'n boekjaar deur een persoon ingelê word nie.

IT PAYS YOU WELL TO SAVE!

SAVE

- ★ FOR YOUR FAMILY'S FUTURE!
- ★ FOR YOUR OWN HOME!
- ★ FOR YOUR RETIREMENT!
- ★ FOR ALL EMERGENCIES!

POST OFFICE SAVINGS BANK

The Post Office Savings Bank earns 3% interest on the monthly balance, of which interest up to £50 per annum is *Free of Income Tax*.

The first deposit need be no more than 1/-. Such an account is very handy in times of emergency or when on holiday, as deposits or withdrawals can be made at any Post Office in the Union.

Not more than £2,000 may be deposited by one person during a financial year.